

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION**

**In re: Victor Hugo Tamayo and  
Maria Tamayo, Debtors**

§  
§

**Case No. 17-10266-EVR  
Chapter 13**

**MOTION OF POPLAR GROVE RENTALS FOR RELIEF FROM THE STAY [AND CO-  
DEBTOR STAY, IF APPLICABLE] AND WAIVER OF §362(e) REQUIREMENT, IF  
APPLICABLE REGARDING EXEMPT PROPERTY**

**THIS IS A MOTION FOR RELIEF FROM AUTOMATIC STAY. IF IT IS GRANTED, THE MOVANT MAY ACT OUTSIDE OF THE BANKRUPTCY PROCESS. IF YOU DO NOT WANT THE STAY LIFTED, IMMEDIATELY CONTACT THE MOVING PARTY TO SETTLE. IF YOU CANNOT SETTLE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY AT LEAST 7 DAYS BEFORE THE HEARING. IF YOU CANNOT SETTLE, YOU MUST ATTEND THE HEARING. EVIDENCE MAY BE OFFERED AT THE HEARING AND THE COURT MAY RULE.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

**THERE WILL BE A HEARING ON THIS MATTER ON AUGUST 7, 2018 AT 9:00 A.M. IN JUDGE EDUARDO V. RODRIGUEZ'S COURT, COURTROOM #5, 600 E. HARRISON STREET, BROWNSVILLE, TEXAS 78510.**

1. This motion requests an order from the Bankruptcy Court authorizing the person filing this motion to foreclose on or to repossess the property that is identified in paragraph 3.
2. Movant: Poplar Grove Rentals.
3. Movant, directly or as agent for the holder, holds a security interest in 10x16 portable storage building, ID# EMUT-187356-1016-051314-TX.
4. Movant has reviewed the schedules filed in this case. The property described in paragraph 3 is claimed as exempt by the debtor. Movant does not contest the claimed exemption.
5. Type of collateral (e.g., Home, Manufactured Home, Car, Truck, Motorcycle): portable storage building.
6. Debtor's scheduled value of property: \$1,000.00.
7. Movant's estimated value of property: \$2,195.00.
8. Total amount owed to movant: \$1,725.87 (as of April 10, 2018).
9. Estimated equity (paragraph 7 minus paragraph 8): \$0 See attached Rental Purchase Agreement.
10. Total pre and post-petition arrearages: \$1,186.00 (as of 4/10/2018).
11. Total post-petition arrearages: \$948.80 (as of 4/10/2018).
12. Amount of unpaid, past due property taxes, if applicable: N/A.

13. Expiration date on insurance policy, if applicable: N/A.

14.   X   Movant seeks relief based on the debtor(s)' failure to make payments. Debtor(s)' payment history is attached as exhibit "A." Movant represents that the attached payment history is a current payment history reflecting all payments, advances, charges and credits from the beginning of the loan. Movant further represents that the payment history is self explanatory or can be interpreted by application of coding information that is also attached. Movant acknowledges that the Court may prohibit the use of parol evidence to interpret a payment history that does not satisfy these representations.

15.                     . Movant seeks relief based on the debtor(s)' failure to provide a certificate of insurance reflecting insurance coverage as required under the debtor's pre-petition contracts.

16. If applicable: Name of Co-Debtor: N/A.

17. Based on the foregoing, movant seeks termination of the automatic stay [and the co-debtor stay, if applicable] to allow movant to foreclose or repossess the debtor(s)' property and seeks to recover its costs and attorneys' fees in an amount not to exceed the amount listed in paragraph 9.

18. Movant certifies that prior to filing this motion an attempt was made to confer with the Debtor(s)' counsel (or with Debtor(s), if *pro se*) either by telephone, by e-mail or by facsimile, by the following person on the following dates and time: May 7, 2018 at 3:47 p.m. and May 8, 2018 at 11:15 a.m. The undersigned, or a member of this firm acting on my behalf, had communicated by e-mail with Abelardo Limon, Jr., attorney for Debtors. That party was advised that this Motion was being prepared for filing, and the matter was discussed. An agreement could not be reached. If requested by debtor or debtor's counsel, a payment history in the form attached to this motion was provided at least two days, excluding intermediate weekends and holidays, before this motion was filed.

Date: June 18, 2018



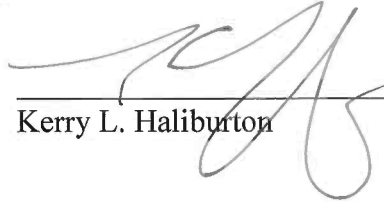
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Kerry L. Haliburton  
State Bar No. 08743400  
of  
NAMAN, HOWELL, SMITH & LEE, PLLC  
P.O. Box 1470  
Waco, Texas 76703-1470  
(254) 755-4100  
FAX (254) 754-6331  
E-mail: [haliburton@namanhowell.com](mailto:haliburton@namanhowell.com)

ATTORNEYS FOR  
POPLAR GROVE RENTALS

**Certificate of Service and Certificate of Compliance with BLR 4001**

A copy of this motion was served on the persons shown on exhibit "1" at the addresses reflected on that exhibit on June 18, 2018 by prepaid United States first class mail. Movant certifies that movant has complied with Bankruptcy Local Rule 4001.

  
\_\_\_\_\_  
Kerry L. Haliburton



PICKUP & PAYMENT INFO: 270-804-7501 POPLAR GROVE RENTALS  
 DELIVERY/WARRANTY INFO: 270-623-6090 P. O. BOX 648  
 FAX NUMBER: 270-804-7509 MAYFIELD, KY 42066  
 E-MAIL ADDRESS: thebarnrentalcompany@yahoo.com ON-LINE PAY: www.barnmanagementgroup.com  
 RENTER: Victor Hugo Tamayo ADDRESS: 32028 Whipple Rd COUNTY: Cameron  
 ST: Texas CO-RENTER: 0

**RENTAL PURCHASE AGREEMENT AND DISCLOSURES**

Page 1 of 4

THIS RENTAL PURCHASE AGREEMENT ("Agreement" or "Lease") is made and entered into on 09/09/15 by and between POPLAR GROVE RENTALS (or its successors or assigns), having its principal place of business at 808 Pickard Road., Henry County, Cottage Grove, Tennessee, 38224, hereinafter referred to as "Lessor" and the person(s) whose name and address appear above, hereinafter referred to as "Renter." The following information is hereby disclosed to Renter pursuant to applicable state law and is the Agreement of the parties.

**LEASED PROPERTY:** PORTABLE STORAGE BUILDING SIZE EMUT-10x16

**CONDITION OF THE LEASED PROPERTY:** New-On Lot Sale

**CASH PRICE OF THE LEASED PROPERTY:** \$2,195.00 Plus Sales Tax. The estimated fair market value of the leased property as the date of this contract is: \$2,195.00 Plus Sales Tax.

**LEASE TERM:** (1) month. Renter may renew this Agreement for consecutive terms of 1 month by making a rental renewal payment in advance for each additional month Renter wishes to rent the property. The monthly rental payment is \$101.62 + Sales Tax \$6.35 = \$107.97 total per month. Sales Tax and total payment amounts may change to reflect any sales tax rate changes enacted by applicable governmental taxing authorities. If Renter pays more than one payment in advance, such additional payments or overpayments will apply towards future lease payments unless such payment is an Early Purchase Option payment as described below.

**MONTHLY RENTAL PAYMENT DUE DATE:** \_\_\_\_\_ day of each succeeding month.

☐ YES, I would like my my payment automatically taken out of my checking account each month. (Attach Form)

**INITIAL RENTAL PAYMENT:** Renter's initial rental payment is due before delivery and is required for consummation of this agreement. This initial rental payment will include the following charges.

Monthly Rent	Sales Tax	Security Deposit	Cost Reduction	Net C. R./Anchors	Total Received
<u>\$101.62</u>	<u>+</u> <u>\$6.35</u>	<u>+</u> <u>\$100.00</u>	<u>or</u> <u>\$0.00</u>	<u>-</u> <u>\$0.00</u>	<u>=</u> <u>\$207.97</u>

**OTHER CHARGES:** In-house Collection/Trip Charge (+ applicable sales tax) \$300.00 NSF Fee \$30.00 per check

Reinstatement Fee/Late Fee (+ applicable sales tax): the lesser of 10% of the missed payment or \$10.00

Maximum grace period: 7 days. These fees are and must be reasonably related to the work performed.

**TOTAL COST:** If Renter chooses to purchase the leased property by rent to own, Renter MUST renew this lease each month for 36 thirty six consecutive months by making the monthly rental payments on time. This Total Cost includes all costs included in the initial rental payment but does not include other charges Renter may incur such as late fees, default costs, pickup or reinstatement fees. These charges are addressed elsewhere in this Agreement.

36 **CONSECUTIVE MONTHS @** \$107.97 /MONTH FOR A TOTAL COST OF \$3,886.92

**RENTER DOES NOT OWN THE LEASED PROPERTY. RENTER DOES NOT HAVE ANY OWNERSHIP RIGHTS IN THE LEASED PROPERTY UNTIL RENTER HAS MADE THE NUMBER OF PAYMENTS INDICATED HEREIN.**

**EARLY PURCHASE OPTION:** If Renter wishes to purchase the leased property, Renter may do so at any time by making the payment of any unpaid rental payments due plus 60% of the remaining Total Cost calculated at the time plus sales tax and any other applicable fees. Renter must be current on all Agreement obligations to exercise the Early Purchase Option.

**RISK OF LOSS:** If the leased property is lost, stolen, damaged or destroyed, the Renter is responsible for the leased property at the fair market value shown above.

**MAINTENANCE AND WARRANTY:** Renter is responsible for maintaining the leased property in good condition, fair wear and tear excepted while it is in Renter's possession. If a necessary repair is related to manufacturer, you must contact us and request such repairs. If Renter obtains ownership of the leased property, Lessor will transfer any available unexpired manufacturer's warranty.

**TERMINATION:** Renter may terminate this Agreement, without penalty, at any time, by voluntarily surrendering the leased property to Lessor in good repair. If Renter terminates, Renter will owe any past due rental payments. Renter agrees to remove any personal belongings from the leased property upon termination, whether such is caused by Renter's default or lapse of time. Renter agrees that any personal property not removed will be deemed abandoned and will become property of Lessor without any payment to Renter. Lessor may also choose to remove Renter's personal property and store it at Renter's risk and expense.

**REINSTATEMENT:** If this Lease expires, Renter may reinstate it by paying any rental payments and other charges that are due within 5 days of the expiration date. Reinstatement is further explained elsewhere in this agreement.

**SECURITY DEPOSIT:** Renter shall pay a security deposit of \$100.00 (further explained on page 2)

RENTER ADMITS TO RECEIVING A LEGIBLE COPY OF THE ABOVE DISCLOSURES. \*SIGNATURE MUST MATCH PHOTO ID.

RENTER:

DATE: 09/09/15

WITNESS: [Signature]

CO-RENTER:

DATE:



Security deposit shall be held by Lessor as security for the performance of all terms herein including, but not limited to, any late payment or redelivery charge. Such deposit (or part thereof that has not been applied to remedy default(s) of Renter) shall be refunded, without interest, only on the expiration of the term of this rental agreement if all of Renter's obligations herein have been performed or discharged, Renter has not been late on payments more than 2 times, and Renter acquires ownership of the property. Lessor reserves the right to use the proceeds of the security deposit to remedy any breach by you of the terms of this lease. In the event of such application of funds, Renter may be required to restore the security deposit to the original amount.

**REINSTATEMENT:** If this Lease expires, Renter can reinstate it without losing any rights or options previously acquired by making all rental and other payments due within 16 days of the renewal date. Or, if Renter returns the property to Lessor within this time, then Renter will have 30 days from the date of return to reinstate by paying all payments due.

**ALTERATIONS & ADDITIONS TO RENTAL PROPERTY:** Renter shall not permit the leased property to be altered by the addition of equipment and accessories or the placing of signs thereon and shall not permit the leased property to be tied to or otherwise affixed to any real estate (such as another building or a permanent foundation) in such a manner that the same can not be removed without damage to the leased property. Leased storage property is not intended for human occupancy.

**INSPECTION/REPOSSESS:** Lessor shall have the right to inspect the rented property at all reasonable times. Lessor shall have the right to lawfully remove the property in the event of non-payment and/or default under this contract. This Agreement constitutes written permission for Lessor to enter upon your property to take any reasonable means necessary to recover the leased property in the event of Renter's default, provided same can be done without breaking the peace.

**ASSIGNMENT:** Renter may not sell, mortgage, pawn, pledge, encumber, dispose of the property or move it from the delivery location without Lessor's prior written consent. If Renter does so, Renter will have breached this Lease and Lessor will have the immediate right to take possession of the property. Lessor may sell, transfer or assign this Lease without notice to Renter. Renter may not assign any rights under this Agreement to any third party without Lessor's written consent which shall not be unreasonably withheld.

**LOCATION OF PROPERTY:** The leased property shall be kept at the address to which it is delivered. It shall not be moved from that address without Lessor's prior written consent which shall not be unreasonably withheld. The leased property may only be moved by carriers pre-authorized by Lessor in writing. There is a charge to move the leased property. Renter's account must be paid up to date and in good standing in order to relocate the leased property to another location or it will be taken back to the local authorized dealer. Any unauthorized relocation of the leased property shall constitute a breach of this Lease, theft of leased property, and entitle Lessor to declare the Lease terminated and begin legal proceedings to repossess the leased property. Renter will be liable for any damage to the leased property. If the leased property cannot be recovered, Renter will be liable for the fair market value as described herein.

**TITLE, MAINTENANCE AND TAXES:** Renter is responsible for any and all real estate and personal property taxes. Lessor retains title to the leased property at all times and will pay any sales taxes which might be levied upon the property. Renter does not own the property unless Renter buys it or acquires ownership as provided by the terms of this Lease. Renter must maintain the leased property in good repair and working order as long as Renter has possession of property.

**OUR LIABILITY:** Notwithstanding anything contained in this lease to the contrary, Lessor shall not be liable to Renter or to any other person, firm or corporation by reason of the loss of, damage to or destruction of any contents contained from time to time in the leased property, unless such loss, damage or destruction is due to Lessor's negligence or the negligence of our agents, servants or employees. Whether or not such loss, damage, or destruction of the property kept in the leased premises is due to Lessor's negligence, or that of Lessor's agents, servants, or employees or otherwise, Lessor's liability shall not exceed the value of the building in question as indicated in this lease. In this regard, Renter warrants and guarantees to Lessor that no property in excess of said limit of liability shall be placed in or stored in the leased property other than at Renter's sole peril.

**NOTICE TO INTERESTED PARTIES:** Notice is hereby given to any holder of this instrument or any interest therein that to the extent this instrument may be deemed to be a consumer lease agreement, the rights of such holder, if any, are subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant thereto, but with recovery by the debtor being limited to the amount paid by the debtor hereunder.

**NOTICE TO RENTER:** BY SIGNING THIS DOCUMENT, YOU ADMIT THAT YOU HAVE READ ALL PAGES, UNDERSTAND IT, IT DOES NOT CONTAIN ANY BLANK SPACES & YOU RECEIVED A LEGIBLE, SIGNED COPY OF IT. YOU ALSO ADMIT THAT YOU HAVE RECEIVED THE LEASED PROPERTY IN SATISFACTORY CONDITION

\*SIGNATURE MUST MATCH PHOTO ID.

**RENTER:**

**CO-RENTER:**

**WITNESS:**

**DATE:**

**DATE:**

**DATE:**



**OUR RIGHTS TO TAKE POSSESSION:** If Renter does not renew this lease, Lessor shall have the right to take possession of the leased property. If Renter does not allow Lessor to do so, Renter agrees to pay Lessor's costs incurred in taking possession of the property including reasonable attorney's fees and court costs. By signing this Agreement, Renter authorizes any person having an interest in the real property upon which the leased property is placed including but not limited to, Landlords, Owners, and Co-Renters, the right to enter said property for the purpose of assisting Lessor in repossessing the leased property.

**COST OF ENFORCING THIS AGREEMENT:** In the event Lessor incurs costs or expenses in retrieving the leased property or otherwise enforcing the terms of this Agreement because of Renter's breach thereof, Lessor shall recover from Renter all the costs and expenses by reason thereof, including, but not limited to driver trip fees, electricians, plumbers, laborers, Lessor's reasonable attorney's fees, and court costs. More specifically, if Renter defaults under the terms of this Agreement and Lessor proceeds to retrieve the leased property, and Renter then pays the amount in arrears after Lessor has made the trip to retrieve the leased property, then Renter shall pay Lessor, in addition to the payments in arrears, the sum of \$300.00 plus sales tax as reimbursement of said expenses.

**BANKRUPTCY NOTIFICATIONS:** Should Renter file bankruptcy, Renter's attorney must be advised that this Lease/Rental Agreement meets the requirements of the Texas Rental-Purchase Agreement Act. Therefore, Renter will be required to either assume or reject this lease. The true and proper placement of Renter's debt to Lessor is as an "unexpired lease/executory contract." The leased property is not considered to be a personal asset, personal property, secured property or secured asset of Renter. Any listing of such could compel Lessor to file for relief of automatic stay in order to recover the leased property.

**CONDITION OF THE PROPERTY:** Lessor and Renter agree that Renter has examined the leased property, knows its condition and has agreed to lease the property in "as is" condition and that Lessor has made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the leased property.

**GOVERNING LAW/VENUE:** The laws of the state of Texas shall govern this contract in all respects. Renter agrees to submit to the jurisdiction of the county where the leased property is located or where this lease agreement was signed.

**CHANGES TO THIS AGREEMENT:** This Agreement sets forth the parties entire agreement and may NOT be changed except in writing signed by both parties.

**SEVERABILITY CLAUSE:** Every provision of this Lease is intended to be severable. If any term or provisions is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of the Lease.

**CLASS ACTION WAIVER:** All Claims arising out of or relating to this Lease must be brought in an individual capacity and not as a plaintiff or class member in any purported class or represented pleading.

**DISPUTES AND ARBITRATION:** If a dispute arises under this Agreement, the parties will initially attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court having authority to hear replevin actions with the limitations that matter(s) with potential damages over \$20,000.00 must be submitted to binding arbitration governed by the Federal Arbitration Act.

**PERMITTED COMMUNICATION WITH RENTER:** Renter agrees that Lessor or its agents, including debt collectors, may contact Renter regarding this Agreement/account at any number Renter provides to Lessor. If Renter provides Lessor with a cell phone number, Renter agrees that Lessor may contact Renter using that number and may also contact Renter via text messaging, regardless of whether Renter is charged by his or her service provider for the text or call. Renter also agrees to be contacted via automatic dialing and prerecorded message system.

**NOTICE TO RENTER:** BY SIGNING THIS DOCUMENT, YOU ADMIT THAT YOU HAVE READ ALL PAGES, UNDERSTAND IT, IT DOES NOT CONTAIN ANY BLANK SPACES & YOU RECEIVED A LEGIBLE, SIGNED COPY OF IT. YOU ALSO ADMIT THAT YOU HAVE RECEIVED THE LEASED PROPERTY IN SATISFACTORY CONDITION

\*SIGNATURE MUST MATCH PHOTO ID

**RENTER:**

**CO-RENTER:**

**WITNESS:**

**DATE:**

**DATE:**

**DATE:**

Page 3 of 4

**RENTER:** Victor Hugo Tamayo **D.O.B.** **S.S.** **D.L.**  
**ADDRESS:** 32028 Whipple Rd **CITY:** Los Fresnos, Tx **ST:** Texas  
**CO:** Cameron **ZIP:** 78566 **H.PH:** (000)000-0000 **W. PH:** (000)000-0000 **C.PH:** (956) 592-3602  
**EMPLOYER:** **CO-RENTER:** 0  
**D.O.B.** **S.S.** **D.L.** **C.PH:** (000)000-0000 **W. PH:** (000)000-0000  
**Own Land** **LANDLORD NAME:** 0 **LANDLORD PHONE:** (000)000-0000


**DELIVERY ADDRESS VERIFICATION:**

**RENTER:** Victor Hugo Tamayo  
**WHOSE ADDRESS IS:** 32028 Whipple Rd  
**CITY:** Los Fresnos, Tx **COUNTY:** Cameron  
**STATE:** Texas **ZIP CODE:** 78566

"REQUIRED REFERENCES"		"REQUIRED REFERENCES"	
<b>NAME:</b>	Jason Eads	<b>NAME:</b>	Travis Stukes
<b>ADDRESS:</b>		<b>ADDRESS:</b>	
<b>CITY:</b>		<b>CITY:</b>	
<b>STATE, ZIP:</b>		<b>STATE, ZIP:</b>	
<b>PHONE #:</b>	(956) 245-1700	<b>PHONE #:</b>	(956) 243-4596

**NOTICE TO RENTER:** BY SIGNING THIS DOCUMENT, YOU ADMIT THAT YOU HAVE READ ALL PAGES, UNDERSTAND IT, IT DOES NOT CONTAIN ANY BLANK SPACES & YOU RECEIVED A LEGIBLE, SIGNED COPY OF IT. YOU ALSO ADMIT THAT YOU HAVE RECEIVED THE LEASED PROPERTY IN SATISFACTORY CONDITION

\*SIGNATURE MUST MATCH PHOTO ID.

**RENTER:**  **DATE:** 09/09/15  
**CO-RENTER:** **DATE:**  
**WITNESS:** J. Anne Jansen **DATE:** 9/9/15

*** OFFICE USE ONLY ***	
<b>"ASSIGNMENT"</b>	
As evidenced by the signature below, Lessor hereby sells and assigns to _____ its successor and assigns, all rights, title and interest it has in this Agreement. Lessor gives assignee full power, either in its own name or in Lessor's name, to take all legal and other action which Lessor could have taken in its own right under this Agreement.	
<b>ASSIGNEE:</b>	_____
<b>LESSOR:</b>	_____
<b>BY:</b>	_____





# RGV PORTABLE BUILDINGS

31928 SH 100 Los Fresnos, TX 78566

Phone: 512-787-1364

Fax: 956-412-0826

RGV Portable Buildings

Authorized Agent of Derksen Portable Buildings

<b>SELECT ONE :</b> <input type="radio"/> CASH SALE <input checked="" type="radio"/> RENT TO OWN <input checked="" type="radio"/> 36 MO <input type="radio"/> 60 MO	<b>BUILD AT HARLINGEN TX PLANT</b>	Ralph Dillard
Salesman: JoAnna Fonseca Please Fill In Date INV. #		<b>DATE:</b> 09/09/15

Choose Building Sale Type  
New-On Lot Sale

Please Select One Of The Building Types ☐ Urethane  
☐ Painted ☒ Best Value ☐ Treated ☐ Z-Metal ☐ Log Sided Playhouses ☐ Painted Playhouse ☐ Treated Playhouse ☐ Metal

RTO HOLDER: Poplar Grove Rentals

STYLE OF BLDG. Choose

BARN

CABIN

COTTAGE SHED

GARAGE

LOFTED BARN

Lofted Barn Cabin

Side Lofted Barn

Side Utility 8' Walls

Utility 8' Walls

Lofted Utility 8' Walls

BEST VALUE 10x16

Hide Out

Victorian

Cottage

Kabana

Horse Barn

Side LBC

Side C

Deluxe LBC

Deluxe C

SIDING COLORS:

TRIM COLORS:

ROOF COLORS:

"EXTRA OPTIONS" DESCRIPTION

CODE

COST

0

\$0.00

0

\$0.00

0

\$0.00

0

\$0.00

0

\$0.00

0

\$0.00

0

\$0.00

0

\$0.00

ROOF

\$0.00

ROOF

\$0.00

TOTAL

\$0.00

SELECT YOUR PAYMENT DUE DATE: ☐ 5TH

PURCHASER NAME Victor Hugo Tamayo

CORENTER

CO-Cell:

CO-Employer:

CO-Wk Ph:

DELIVERY ADDRESS

32028 Whipple Rd

City: Los Fresnos, Tx

County: Cameron

State: Texas

ZIP: 78566

32028 Whipple Rd

State:

Texas

Zip: 78566

City:

Los Fresnos, Tx

County:

Cameron

HOME PHONE:

Own / Rent: Land ?

Own Land

WORK PHONE:

Landlords Phone:

CELL PHONE:

(956) 592-3602

Landlords Name:

Employer:

CASH SALE	
1 SALES PRICE	\$0.00
2 OPTION COST (Describe Above)	
3 TOTAL PRETAX COST (LINE 1 + LINE 2)	\$0.00
4 SALES State TAX (LINE 3 x 0.06250)	\$0.00
<input type="checkbox"/> Exempt TOTAL SALES TAX (LINES 4)	\$0.00
6 TOTAL COST W/ TAX (LINE 3 + 5)	\$0.00
7 CASH RECEIVED	
8 NET AMOUNT DUE (LINE 6 - LINE 7)	\$0.00

MAKE ALL CHECKS PAYABLE TO \*\*\*DERKSEN PORTABLE BUILDINGS\*\*\*

FOR ALL REPAIRS FAX TO KY SHOP AT (270) 623-8965

DRIVER TO PICK-UP REMAINING "BALANCE"

ESTIMATED DELIVERY DATE:

10 TO 15 WORKING DAYS FROM PURCHASE DATE.

OPTION DRAWING: SHOW STANDARD "DOOR(S)" THEN PLACE YOUR "OPTIONS"

PENCIL IN WHERE &amp; give Measurements from END or SIDE of BLDG. to PLACE options.



RENT-TO-OWN-SALE		EMUT-10x16	
1 SALES PRICE			\$2,195.00
2 OPTION COST (Describe Above)			\$0.00
3 TOTAL COST (LINE 1 + LINE 2)			\$2,195.00
4 Cost Reduction AMOUNT			
5 NET Cost Reduction (LINE 4+1.0 + tax rate)	1.06250		\$0.00
6 AMOUNT TO RTO (LINE 3 - Line 5)			\$2,195.00
7 MONTHLY PAYMENT (LINE 6 + 21.6)			\$101.62
8 M/State SALES TAX (LINE 7 x 0.06250)			\$6.35
9 TOTAL SALES TAX (LINES 8)			\$6.35
10 TOTAL PAYMENT (LINE 7+ LINE 9)			\$107.97
11 Total Cost 36 Months put on Contract (Line 17 x 36)			\$3,886.92
12 SECURITY DEPOSIT			\$100.00
13 TOTAL RECEIVED (Method: <u>CC</u> - Cash: <u>#1053</u> )			\$207.97

MAKE ALL CHECKS PAYABLE TO

\*\*\*DERKSEN PORTABLE BUILDINGS\*\*\*

DOORS FACING

DIRECTIONS

Derksen Buildings and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. Derksen Buildings is NOT responsible for yard or driveway damage. Free delivery and set up includes ONE TRIP, additional trips may incur CHARGES to the customer. I, the customer, have read the disclosure Terms And Conditions Of Sale and fully accept the terms provided therein.

First 50 miles Free Delivery From Lot Thereafter \$3.00 Per Mile.

Customer's Signature:

Tamayo, Victor Hugo



# Exhibit A

Employee: KJV

Poplar Grove Rentals  
P.O. Box 648  
Mayfield KY 42066  
(270) 804-7501

DATE: 4/10/18  
TIME: 3:37:05 PM

\*\*\*\* PAYMENT HISTORY REPORT \*\*\*\*

ACCT#:

#

TAMAYO, VICTOR HUGO  
32028 WHIPPLE ROAD  
LOS FRESNOS TX 78566  
HM PHONE: WK PHONE:  
CELL PHONE: 956-592-3602 OTHER PHONE: Message Phone:

## Contract Information

Contract#	Type	Term	Date Due	Next Due	Payment	LDW	Club	Tax	Total Payment	Other Charges Due
47559	R	M	6/15/17	6/15/17	101.62	0.00	0.00	6.35	107.97	0.00

## Payment History

Receipt#	Date Paid	Date Due	Next Due	Contract	Days Late	Pmt	LDW	Club	Other	Tax	Total	PF	Empl. Time	CK Number
P250076636	6/14/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JEC 07:42 PM	PD: 06/14/2017
P250076636	6/14/17	5/15/17	6/15/17	47559	30	101.62	0.00	0.00	10.00	6.98	118.60	H	JEC 07:42 PM	PD: 06/14/2017
P250073261	5/15/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 08:08 AM	PD: 05/13/2017
P250073261	5/15/17	4/15/17	5/15/17	47559	30	101.62	0.00	0.00	10.00	6.98	118.60	H	ACA 08:08 AM	PD: 05/13/2017
P250069507	4/7/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:38 PM	PD: 04/07/2017
P250069507	4/7/17	3/15/17	4/15/17	47559	23	101.62	0.00	0.00	10.00	6.98	118.60	H	JER 07:38 PM	PD: 04/07/2017
P250065537	3/6/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 08:08 AM	PD: 03/04/2017
P250065537	3/6/17	2/15/17	3/15/17	47559	19	101.62	0.00	0.00	10.00	6.98	118.60	H	ACA 08:08 AM	PD: 03/04/2017
P250061999	2/2/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 08:04 AM	PD: 02/02/2017
P250061999	2/2/17	1/15/17	2/15/17	47559	18	101.62	0.00	0.00	10.00	6.98	118.60	H	ACA 08:04 AM	PD: 02/02/2017
P250058881	1/4/17	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JBL 11:25 AM	PD: 12/30/2016
P250058881	1/4/17	12/15/16	1/15/17	47559	20	101.62	0.00	0.00	10.00	6.98	118.60	H	JBL 11:25 AM	PD: 12/30/2016
P250055730	11/29/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JKT 07:39 PM	PD: 11/29/2016
P250055730	11/29/16	11/15/16	12/15/16	47559	14	101.62	0.00	0.00	10.00	6.98	118.60	H	JKT 07:39 PM	PD: 11/29/2016
P250052507	10/24/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:39 PM	PD: 10/24/2016
P250052507	10/24/16	10/15/16	11/15/16	47559	9	101.62	0.00	0.00	10.00	6.98	118.60	H	JER 07:39 PM	PD: 10/24/2016
P250049608	9/23/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	VAA 07:07 AM	PD: 09/22/2016
P250049608	9/23/16	9/15/16	10/15/16	47559	8	101.62	0.00	0.00	10.00	6.98	118.60	H	VAA 07:07 AM	PD: 09/22/2016
P250046834	8/25/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	VAA 07:07 AM	PD: 08/25/2016
P250046834	8/25/16	8/15/16	9/15/16	47559	10	101.62	0.00	0.00	10.00	6.98	118.60	H	VAA 07:07 AM	PD: 08/25/2016
P250043889	7/22/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:41 PM	PD: 07/22/2016
P250043889	7/22/16	7/15/16	8/15/16	47559	7	101.62	0.00	0.00	10.00	6.35	107.97	H	JER 07:41 PM	PD: 07/22/2016
P250040827	6/17/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:41 PM	PD: 06/17/2016
P250040827	6/17/16	6/15/16	7/15/16	47559	2	101.62	0.00	0.00	10.00	6.35	107.97	H	JER 07:41 PM	PD: 06/17/2016
P250038097	5/16/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:42 PM	PD: 05/16/2016
P250038097	5/16/16	5/15/16	6/15/16	47559	1	101.62	0.00	0.00	10.00	6.35	107.97	H	JER 07:42 PM	PD: 05/16/2016
P250035725	4/18/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:43 PM	PD: 04/16/2016
P250035725	4/18/16	4/15/16	5/15/16	47559	3	101.62	0.00	0.00	10.00	6.35	107.97	H	JER 07:43 PM	PD: 04/16/2016
P250033319	3/16/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	JER 07:40 PM	PD: 03/16/2016
P250033319	3/16/16	3/15/16	4/15/16	47559	1	101.62	0.00	0.00	10.00	6.35	107.97	H	JER 07:40 PM	PD: 03/16/2016
P250031020	2/15/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	LCL 07:51 PM	PD: 02/15/2016
P250031020	2/15/16	2/15/16	3/15/16	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	H	LCL 07:51 PM	PD: 02/15/2016
P250028975	1/15/16	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 07:51 PM	PD: 01/15/2016
P250028975	1/15/16	1/15/16	2/15/16	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	H	ACA 07:51 PM	PD: 01/15/2016
P250027060	12/15/15	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 07:51 PM	PD: 12/15/2015
P250027060	12/15/15	12/15/15	1/15/16	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	H	ACA 07:51 PM	PD: 12/15/2015
P250025291	11/16/15	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 07:51 PM	PD: 11/16/2015
P250025291	11/16/15	11/15/15	12/15/15	47559	1	101.62	0.00	0.00	10.00	6.35	107.97	H	ACA 07:51 PM	PD: 11/16/2015
P250023497	10/15/15	N/A	N/A	47559	0	0.00	0.00	3.00	0.00	0.00	3.00	H	ACA 07:50 PM	PD: 10/15/2015
P250023497	10/15/15	10/15/15	11/15/15	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	H	ACA 07:50 PM	PD: 10/15/2015
P250022473	9/30/15	9/30/15	10/15/15	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	K	ADH 04:03 PM	C*S236732
P250022473	9/30/15	9/30/15	10/15/15	47559	0	101.62	0.00	0.00	10.00	6.35	107.97	K	ADH 04:03 PM	C*S236732



Payment - User: KJV Level: 4

Account #: TAMAYO, VICTOR HUGO

Cust Name TAMAYO, VICTOR HUGO

Alt Name 32028 WHIPPLE ROAD

Address LOS FRESNOS State TX Zip 78566

City LOS FRESNOS WK X

Hm Phone Directions SAME AS MAILING

Zone 1-TEXAS

Cell 956-592-3602 Other

Appt Mess.

Email

☐ Always Display Actions

Commitment CH. 13 BANKRUPTCY \*\*DO NOT CALL\*\*

CONTRACT#	DUE DATE	TYP/TRM	PAYMENT	LDW/mt	OTHER	TOTAL	#PMT	NEXT DUE
47559	6/15/17	R M	107.97	0.00	106.30	1186.00	10	4/15/2018

107.97	0.00	106.30	#PMT	NEXT DUE
			ALL	ALL
GRAND TOTAL		1186.00		
F4 - Adjust Other Charges		F6 - Complete		
		299 Days Overdue		

Rating / Status  
B Bankruptcy - Kerry

Late over 7 days: 10 Late over 30 days: 0 Lifetime NSF Checks: 0

**EXHIBIT "1"**

Abelardo Limon, Jr.  
Limon Law Office PC  
890 W. Price Road  
Brownsville, TX 78520

Victor Hugo Tamayo  
Maria Tamayo  
32028 Whipple Road  
Los Fresnos, TX 78566

Cindy Boudloche  
Chapter 13 Trustee  
555 N. Carancahua  
Suite 600  
Corpus Christi, TX 78401

U.S. Trustee  
Office of the U.S. Trustee  
606 N. Carancahua  
Corpus Christi, TX 78401

**IN ADDITION TO:**

- 1) NOTICE OF APPEARANCES FILED BY OTHER ATTORNEYS**
- 2) 20 LARGEST UNSECURED CREDITORS**